



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: February 25, 2011.

Craig A. Gargotta

CRAIG A. GARGOTTA
UNITED STATES BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION**

In re:

EVAN MCLEAN SIMPSON and
PENNEY SUE SIMPSON

EVAN MCLEAN SIMPSON and
PENNEY SUE SIMPSON

Plaintiffs,

VS.

CITIBANK (SOUTH DAKOTA), N.A.
and
UNITED GUARANTY COMMERCIAL
INSURANCE COMPANY OF NORTH
CAROLINA

Defendants

CASE NO. 10-60286-rbk

CHAPTER 7

ADVERSARY PROCEEDING
NO. 10-06012-rbk

JUDGMENT

BASED ON THE STIPULATION OF THE PARTIES,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Judgment is granted in favor of Defendant, United Guaranty Commercial Insurance Company of North Carolina (“United”) and against the Plaintiffs, Evan McLean Simpson and Penney Sue Simpson (“Plaintiffs”), with a finding that the debt herein is nondischargeable.

IT IS FURTHER ORDERED that Judgment is granted in favor of United and against Plaintiffs in the full sum of \$12,022.01.

IT IS FURTHER ORDERED that the parties have entered into a stipulated repayment plan that will remain in place so long as Plaintiffs do not default. The repayment plan requires Plaintiffs to pay \$40.00 per month, with no interest accruing for six (6) months from the date of the execution of the *Stipulation of the Parties*. After the expiration of six (6) months, interest will accrue at 3.25% until the loan is paid in full. United will have completed discretion in the application of the payments on each of the above referenced loans. Should the payments be more than ten (10) days late, the stipulated repayment plan will end and be null and void and the full amount will be due, with proper credits given for those monthly payments made by Plaintiffs. Upon default by Plaintiffs, United may immediately enforce and execute this judgment.

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